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ABSTRACT

The collective bargaining agreement between the Board of Community College District No. 516, State of Illinois, and the Waubonsee Community College Faculty Federation Local #2065 is presented. This contract, covering the period from June 10, 1988 through June 11, 1990, deals with the following topics: Federation recognition and definitions; Federation-Board relations; Federation activities; academic freedom and democracy in public college education; salary and rates of pay; insurance and fringe benefits; conditions of employment for teaching faculty, including provisions related to class size, teaching load, teaching program, termination of teaching assignments, duties, and formal student evaluations; conditions of employment for counseling faculty, including provisions related to counselors' work schedule and qualifications; academic year and calendar; appointment, retention, and dismissal of faculty; leaves; grievance procedures; the scope of the agreement; conformity to law-savings clause; management rights clause; entire agreement clause; duration of the agreement; and a no-strike pledge. Appendixes provide the load ratings for large and small group instruction, compensation schedules, payroll dues deduction authorization, and tenure policies. (JMC)

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AGREEMENT

TWO-YEAR AGREEMENT BETWEEN
THE BOARD OF WAUBONSEE COMMUNITY COLLEGE
(COMMUNITY COLLEGE DISTRICT NO. 516)

AND

WAUBONSEE COMMUNITY COLLEGE
FACULTY FEDERATION LOCAL #2065

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1988-1990

Sugar Grove, Illinois

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PREAMBLE

This Agreement is entered into by and between the Board of Community College District No. 516, State of Illinois, hereinafter referred to as the "Board," and the Waubonsee Community College Faculty Federation Local #2065, hereinafter referred to as the "Federation," as the exclusive bargaining agent for the faculty members in the bargaining unit.

ARTICLE I

FEDERATION RECOGNITION AND DEFINITIONS

A. Recognition. The Board of Community College District No. 516 recognizes the Waubonsee Community College Faculty Federation as the exclusive bargaining representative for all full-time faculty members, regarding salaries, fringe benefits, and working conditions.

B. Definition of Terms

1. The term "College" refers collectively to all educational facilities or academic locations of the Board and the administrative offices thereof.

2. The term "Federation Representative" as used in this Agreement means any elected or appointed representative of the Federation.

3. The term "Federation President" refers to the elected head of the Federation or his elected alternate.

4. Whenever the singular is used in this Agreement, it shall include the plural.

5. The term "Faculty Member" means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators, and all supportive staff, including secretarial/clerical, data processing and physical plant staff.

   Individuals in the following positions shall be considered as supervisors and/or administrators, and/or not regularly engaged in teaching or academic support services:

   President, Vice Presidents, Deans, Associate Deans, Directors, Associate Directors, Assistant Directors, and Executive Assistants.

   "Academic Support Services" means counseling and the learning resource center.

   "Academic Support Personnel" means counselors and professional librarians, excluding supervisors, administrators and secretarial/clerical employees.

6. The "standard teaching load" is defined as a full-time teaching load of a teaching faculty member during the standard academic year (as defined in Article IX A).

ARTICLE II

FEDERATION-BOARD RELATIONS

A. Meeting with Faculty Members or Faculty Organizations. This Agreement shall not be construed to prevent any Board official or administrator from meeting with any faculty member, or the Faculty Federation, for the purpose of hearing their views.

B. Federation Membership and Nondiscrimination. Membership in the Federation or in any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member. The Board will not discriminate in hiring, tenure, or continuity of employment or in promotional or any other opportunities because of the employee's membership or lawful organizational activities in the Federation or in any other employee organization or his/her refusal to join in any such organization or to participate in any such activities. The Federation agrees not to discriminate against any member of the bargaining unit because of an employee's membership or lawful organizational activities in the Federation or in any other employee organization or his/her refusal to join any such organization or to participate in any such activities. The Federation agrees to distribute copies of official minutes of regularly scheduled Federation meetings, copies of progress reports on negotiations, and other items deemed appropriate by the Federation Executive Board to all bargaining unit members.

C. Rights and Benefits of Faculty Members. Rights and benefits of faculty members set forth in this Agreement shall be assimilated into any individual faculty member's contract of employment with the Board. An unresolved conflict between the terms of the faculty member's individual contract of employment and the terms of this Agreement may be the subject of a grievance by the affected faculty member. All new faculty members shall be given a copy of this Agreement and faculty insurance information. Present faculty members shall be given a copy of this Agreement at Board expense.

D. Federation-Administration Meetings. The College President or his/her designated representative shall meet with no more than five representatives of the Federation within one school day at the request of either party to discuss matters relating to this Agreement. Such meetings will not be scheduled during faculty members' scheduled class time, student appointments or counselors' office duty.

E. Exchange of Information. Both the Board and the Federation shall make available to each other, upon written request, any and all information, statistics and records which are relevant to negotiations, or necessary for the processing of a grievance or the enforcement of the terms of this Agreement. Copies of confidential professional memoranda and correspondence from attorneys and similar advisors shall not be furnished unless and until they have been made public documents.

F. Board Meetings. The Federation will be supplied three (3) copies of the agenda at the same time copies are supplied to the Board in advance of each regular or special meeting of the Board. The agenda supplied will include all Board reports which pertain to collective bargaining. The President shall make available to the Federation President or his/her designee at the beginning of the Board meeting all other reports and recommendations which will be made public at the meeting. In the absence of the Federation President or his/her designee, these materials will be sent to the Federation President within three (3) working days of the meeting. The President of the Federation or his/her designee shall be accorded the privilege of speaking at Board meetings on matters which are proper subjects of collective bargaining, providing that the President of the Federation or his/her designee summarizes the comments intended to be presented to the Board and submits that summary to the secretary of the Board at least seven (7) days prior to the meeting. Notwithstanding the foregoing, in those instances when the College places a subject of collective bargaining on its agenda to which the Federation desires to speak, the Federation shall be accorded the privilege of speaking at that Board meeting, provided the Federation President or his/her designee (a) notifies the secretary of the Board of the Federation's desire to do so on the day following publication of the Board's tentative agenda, and (b) submits a summary of the comments intended to be presented to the Board to the secretary of the Board by noon of the school day prior to the meeting.

G. Precedence of Agreement. If there is a direct conflict between the terms of this Agreement and policies instituted by the Board and/or procedures of the administration, such matters should be brought to the attention of the Director of Personnel. Should an understanding not be reached, the matter should be referred to the President who shall seek to resolve the disagreement. If the disagreement remains unresolved, it must be transmitted by the President to the Board for their review and action.

H. Full-Time Faculty Vacancies. If a faculty vacancy arises due to the death, resignation, long term illness or termination of a faculty member during the life of this Agreement, the remaining faculty members from the concerned curriculum area shall meet with the appropriate Dean or Director and together make a written advisory recommendation to the appropriate Vice President as to whether the faculty vacancy should be filled. If no consensus is reached, the faculty members and/or administrators who have met may submit separate written advisory recommendations. All such recommendations shall be submitted to the appropriate Vice President, thence to the College President within five (5) school days following the meeting, and the Vice President shall not make a recommendation to the President as to whether the faculty vacancy should be filled until after the time period stated herein for receiving such recommendations has passed. After receiving any such recommendation, the Vice President may convene a meeting with the faculty members from the concerned curriculum area and/or the appropriate Dean or Director to discuss a recommendation further. A copy of the Vice President's recommendation to the President shall be made available to the faculty members from the concerned curriculum area upon request.

ARTICLE III

FEDERATION ACTIVITIES

A. When the President or his/her designee and representatives of the Federation meet to discuss items in the Agreement, said representatives attending such meeting shall suffer no loss in pay.

B. Bulletin Boards and Mailboxes

1. Bulletin Boards - The Federation shall continue to be provided bulletin board space for the posting of notices and other materials relating to Federation activities.

2. Mailboxes - The Federation President or his/her designee shall have the right to place Federation materials in the mailboxes of the faculty members and will provide a file copy to the Associate Dean of Operations.

C. Federation Meetings. By September 1 of each school year, the Federation President shall submit to the College President two dates and times for each month in the coming standard academic year to hold a general Federation meeting during normal operating hours in the building or buildings of the College. Once these dates and times are approved by the College President, no new meetings involving faculty members shall be scheduled or held at the same dates and times.

In the event that the Federation President determines that there is a need for a general Federation meeting at a date and time not previously submitted to the College President under this Section, the Federation President shall consult with the appropriate Vice President(s). In his/her discretion, the Vice President(s) shall agree to a date and time for such a meeting, and no new meetings involving faculty members shall thereafter be scheduled or held at the same time.

No faculty member shall be released from his/her scheduled classes, student appointments or counselor office duties to attend any of the general Federation meetings provided for in this Section.

D. Faculty and Federation Use of Facilities and Equipment. Any use of College facilities and/or equipment by the Faculty Federation and/or faculty members shall require approval of the College President or his/her designee within the guidelines set by the College Board of Trustees. A copy of Board policy guidelines, dealing with use of equipment and facilities, will be available upon request of any faculty member.

ARTICLE IV

ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION

The AAUP Statement on Academic Freedom and Joint Statement on Rights and Freedoms of Students shall be the guidelines of this Article. A further clarification and elaboration of these statements follows.

A. Democracy in Public Education. The Board and Federation recognize and agree that while democratic principles should remain in every American school system, a suburban college must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties and facilities are more than aspirations.

B. Non-Discrimination. The Board and the Federation, in accordance with applicable law, shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Federation on the basis of race, creed, color, national origin, sex, marital status, handicap or age as provided by law, or membership or participation in, or association with the lawful activities of any organization, unless that organization is listed as a subversive organization by the U. S. Attorney General's office.

C. Academic Freedom

a) The teacher is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

b) The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of appointment.

c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a man/woman of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

d) Faculty members who teach shall have the right and responsibility to determine course goals, course content, methods of instruction, and textbooks, subject to such policies and procedures as may be specified by the Board.

ARTICLE V

SALARY AND RATES OF PAY

A. Placement of Teaching Faculty on Compensation Schedule

1. Faculty with Regular Load. Compensation Schedules A and B, applicable for all faculty members, appear in the appendix and shall be effective at the beginning of the fall semesters 1988 and 1989, respectively.

2. Placement on Compensation Schedule. The employment contract submitted to a prospective faculty member shall include his/her proposed placement on the compensation schedule, including the position for which he/she is employed, and, if non-tenured, the length of the contract. After consultation with the faculty member and designated administrator, this proposed placement on the compensation schedule shall be recommended by the President to the Board. To qualify college credits, military service, or occupational experience for salary placement purposes, official transcripts from institutions above the high school level or appropriate documentation for military or occupational experience must be filed in the Personnel Director's office.

   Credit for salary placement of faculty members shall not exceed six years and shall be subject to the following schedule:

   a. Previous college teaching and/or previous high school teaching is credited to a ceiling of six years.

   b. Military credit is limited to two years; in the case of military credit which involves full-time teaching, however, such teaching is credited to a ceiling of six years.

   c. Occupational experience directly related to the teaching field is credited at a ratio of one-to-one years to a ceiling of six years.

   New faculty members will be given the opportunity to read the criteria for placement, including the applicable provisions of the agreement which information shall be attached to the employment contract. The faculty member's signature on the initial contract with the above attachment demonstrates acceptance by the faculty member that credit so assigned is acceptable.

3. Advancement on Compensation Schedule. During the term of this Agreement a faculty member will advance in the scale for which he/she is qualified one step for each complete year of service until he/she reaches the maximum salary for his/her scale contingent upon satisfactory performance. Unsatisfactory performance will result in a frozen step placement or a recommendation to the Board of Trustees under Article X that the faculty member be dismissed.

a) Satisfactory completion of upper division courses or equivalents approved by the designated administrator or college course approved by the designated administrator earned subsequent to employment at Waubonsee will be used in determining advancement on the compensation schedule. On the basis of evidence supplied and documented, a faculty member shall be reclassified to the scale to which he/she becomes qualified.

A faculty member is entitled to be reclassified once each academic year, providing approval of summer courses is granted prior to May 15 and notification of intent to take fall semester classes is provided to the appropriate administrator prior to May 15.

b) Occupational Experience Program

For each approved 100 clock-hours of specifically related occupational experience, a faculty member whose teaching assignment is in an occupational program as identified by ICCB code numbers will be credited with the equivalent of one (1) semester hour of credit toward advancement on the compensation schedule.

i) A written plan must be approved by the designated Vice President prior to gaining this experience.

ii) When such experience has been approved, the faculty member seeking semester hour equivalency credit toward advancement on the compensation schedule must validate the number of clock hours of occupational experience by providing proof signed by the faculty member's employer.

iii) For each 100 clock hours of validated occupational experience the full-time faculty member will be credited with the equivalent of one semester hour toward advancement on the compensation schedule.

aa) The employer-validated clock hours shall be cumulative without regard to the time elapsed from the start of the first full-time non-teaching employment date to the time when advancement is made on the compensation schedule.

bb) Occupational experience semester hour credits will be additive with semester hours earned at an accredited college or university toward advancement on the compensation schedule.

iv) For those faculty members teaching in an occupational program as defined above and who are on Scale I of the compensation schedule, and who do not have a BA degree at the time of employment, 30 semester hours are required to advance from Scale I to Scale II. These hours, or their equivalent, shall be acquired after employment as designated below.

aa) As much as, but not more than 50% of work experience shall include employment by weeks at 40 clock hours per week. Semester hours are to be computed on the basis of the formula 100 clock hours = 1 semester hour, and a minimum of 50% (15 hours) academic courses, acquired by CLEP, or courses taken at an accredited institution awarding a baccalaureate degree.

bb) Occupational experience credit as outlined in Article VA 3 (i), (ii), (iii).

cc) With the awarding of tenure the faculty member becomes eligible for movement from Scale I to Scale II when the above conditions have been met.

dd) The Vice President shall determine the acceptability of work experience or academic courses.

c) Falsification of records will result in restitution of over compensation, and/or recommendation to the Board of Trustees under Article X that the faculty member be dismissed.

4. Substitutes. Faculty members who substitute for another faculty member will be paid at the rate of $20.00 per 50 minute contact hour. The substitution must be approved by the appropriate Dean. Monitoring or proctoring a class, showing a film, giving a test or other non-preparatory coverages are not included in this substitute pay schedule.

5. Summer School. Full-time faculty members in order of tenured, non-tenured, temporary will be given preference for up to two courses not to exceed a total of nine (9) hours over part-time faculty members in assignment of classes up to February 1, upon written request by the faculty member. Notwithstanding the expiration date of this Agreement, as stated in Article XVII, until the end of summer session, 1990, the salary rate will be $400 per credit hour or load hour, whichever is applicable.

6. Interim Session. Full-time faculty members in order of tenured, non-tenured, temporary will be given preference for up to one course over part-time faculty members in assignment of classes up to February 1, upon written request by the faculty member. For the interim session, the salary rate will be $400 per credit hour or load hour, whichever is applicable.

7. Overload. Overload includes all semester hours taught by the faculty member exceeding the 16 semester hour equivalent load per semester or exceeding the 30 hour load for the year. The salary rate will be $400.00 per credit hour (or load hour whichever is applicable) for voluntary overload and $475.00 per credit hour (or load hour whichever is applicable) for involuntary overload.

   A voluntary overload includes all semester hours taught by the faculty member beyond the 16 semester hour equivalent load per semester or exceeding the 30 hour load for the year which are voluntarily requested by the faculty member.

   If a full-time faculty member's voluntary overload is cancelled, the appropriate administrator may, in his/her discretion, assign the faculty member any scheduled class scheduled to be taught by an employee not in the bargaining unit subject to the faculty member's request.

   An involuntary overload is that portion of the teaching load exceeding 16 semester hour equivalent per semester or 30 per year which is assigned by the appropriate Dean in order to complete the faculty member's normal load.

   An involuntary overload can also be the load beyond the regular load which is assigned by the appropriate Dean after he/she notifies the faculty member in writing that he/she has no full-time or part-time faculty member available to teach the course, and thereby, requests the faculty member to teach the additional load.

8. Pay Periods. Pay periods shall be twice a month. Payments may be on the 20-pay plan or a 24-pay plan as requested in writing from the faculty member to the Director of Personnel prior to the opening of the fall semester. 24-pay plan approvals shall be for twelve (12) months and shall not be construed as contract extensions, only as a budgetary convenience to faculty. Salary payments will be made on the 15th and last date of the month or the closest working day prior to each.

9. Annual Compensation Schedule. The salary compensation schedule in the appendix shall not be reduced by any change in the academic calendar.

10. Extracurricular Pay Rate. The extracurricular pay rate for contract faculty members shall be based on the schedule below. These duties are to be performed in addition to the normal teaching load.

$1,100	$1,600	$2,100
Golf coach	Wrestling coach	Basketball coach
Tennis coach	Baseball coach	
Vocal music	Drama coach	
Instrumental music	Intramural coordinator	
Cross country coach		
Soccer coach		
Volleyball coach		

11. Program Coordinator. The rate of pay shall be $1,200 per academic year and may include a reduction in the teaching load of 0 to 6 hours to be determined by the appropriate Dean following consultation with the faculty member.

12. Payment for Telecourses. If a telecourse is part of a faculty member's normal semester or yearly load, the faculty member will be credited for the telecourse at the load rate specified in Article VII, Section B-1-a ("Lab-Activity-Studio") of this Agreement. If a telecourse is, in whole or in part, overload, then payment for the telecourse semester hours which are overload shall be $375 per credit hour for the first time through and $325 per credit hour for subsequent courses.

    Student enrollment will be counted at mid-term. If the enrollment is 15 or more, payment will be made during the semester of enrollment. If the enrollment is less than 15, then that number will be added to the enrollment in the next regular semester and payment made at that time. Telecourse enrollments in the interim and summer sessions shall be counted together. The load rating for large group instruction shall apply.

13. Payment for Independent Study. The rate of pay for independent study courses shall be at the rate of $30 per credit hour.

B. Placement of the Counseling Faculty on Compensation Schedule

1. Contract Year and Computation of Salary for Members of the Counseling Faculty. Counselors shall be employed on the standard academic contract year.

2. Supplementary Work Days. Notwithstanding the expiration date of this Agreement, as stated in Article XVII, until the end of the summer session, 1990, counselors shall receive the following rates of pay for days worked outside the standard academic year: $102 per day for days worked during interim and summer sessions, and $138 per day for days worked at any other time.

ARTICLE VI

INSURANCE AND FRINGE BENEFITS

A. Group Health Insurance. A program of group health insurance shall be provided for faculty members and spouses and dependents. The family and/or single coverage will be contingent on the faculty member's marital status and/or status of any dependents. Dependent coverage from a previous marriage would depend on their current legal status as it relates to the faculty member. The College may require proof of dependency and/or marital status. The College will pay for this coverage as long as the faculty member is authorized on the payroll. The faculty member shall have the responsibility to notify the Personnel Director of any changes in marital and/or dependent status when they become effective. Upon resignation and/or termination from the College the employee may elect to remain in the group for two additional months by self payments.

B. Term Life Insurance. Term life insurance shall be provided and paid for by the Board for all faculty members. The amount of coverage of such term insurance for each faculty member shall be $45,000.00 per member. Additional insurance may be purchased by the faculty member for himself/herself and/or his/her spouse and dependents at the rate and limit set by the insurance carrier.

C. Credit Union. Faculty members who wish to participate in the Kane County Teachers Credit Union shall be allowed to do so through payroll deduction.

D. Travel Expenses. A faculty member shall receive the prevailing College rate per mile, and other reasonable expenses for travel when on College business, including commuting between two campus locations where classes are held during the regular day schedule and including travel for the speakers' bureau. It would not include travel to another location for evening classes.

E. Long Term Disability Insurance. In case a faculty member is disabled by accident or poor health, the College will pay, or at its discretion, will provide disability insurance at an annual rate of one-half of the faculty member's salary as determined by placement on the faculty compensation schedule (contract base salary), after the faculty member has exhausted all accumulated sick leave. The gross amount paid to a faculty member for any period of disablement will be one-half the faculty member's contract base salary times the percentage of a 12 month year that the faculty member is disabled.

If income of an amount equal to or greater than the above stated amount is received from the State Universities Retirement System (SURS), workers compensation insurance, social security, or other disability income sources, no further income will be provided by the College unless such funds become exhausted.

If income is received from any of the above sources at less than the above stated amount, the College will pay, or at its discretion will provide disability income, equal to the difference between the above stated amount and the lesser amounts actually received from other sources.

Long term disability benefits shall extend to age 65 if the disability is permanent. If disability insurance offered by the College's disability insurance carrier becomes available to age 70 during the term of this Agreement, the College will so notify the Federation.

F. Sheltered Annuity Program. The Board will approve tax sheltered annuities with acceptable companies and will handle the necessary bookkeeping for the program. Staff members interested in this benefit should contact the Director of Personnel for additional information. Tax sheltered programs must be 100% tax sheltered and are not to include non-tax sheltered insurance as part of the program.

G. Dues Checkoff. The Board shall, upon written request of a Federation member utilizing the form attached to this Agreement as Appendix A, withhold Federation dues from the compensation of that member. The amount withheld from each regular payroll period shall be equal to a pro rata share of the annual dues. The dues withholding shall be uniform for all Federation members. The Board shall transmit dues withheld to the Treasurer of the Federation within ten working days from the time of the withholding. The Federation Treasurer shall notify the Director of Personnel by October 1 of the Federation's annual dues for that school year.

Each Federation member desiring dues withholding shall submit his/her written request to the Director of Personnel by no later than November 1 of the school year. Any such written request shall result in dues withholding for that school year, and for subsequent school years, on a year to year basis, unless an intervening written request to discontinue dues withholding is submitted by a Federation member to the Director of Personnel. Such written request to discontinue dues withholding shall be effective as of the start of the next school year. The Director of Personnel shall forward a copy of each written request to discontinue dues withholding to the Federation Treasurer within ten working days of receipt of same.

When a new faculty member is hired by the College and thereafter joins the Federation, that faculty member may submit a written dues withholding request to the Director of Personnel. This request shall be effective as of the next regular payroll date falling at least ten (10) days following the date on which the request was received by the Director of Personnel.

The Federation agrees to indemnify and hold the College and Board, and any of their officers, agents or employees, harmless against any and all claims, suits, orders or judgments, including the defense thereof, brought or issued against the College and/or Board or any of their officers, agents or employees, as a result of any action taken or not taken under the provisions of this Section.

H. 1. Course Reimbursement

With the approval of the designated administrator, faculty members shall be reimbursed for courses beyond the Master's Degree and other courses taken at recognized accredited institutions of higher learning. Reimbursement shall be to a maximum of $420.00 per college fiscal year (July 1-June 30) and shall include tuition and fees, but exclude room, board, and travel. No more than two (2) courses for six (6) semester hours, whichever is greater, may be taken for reimbursement or salary advancement at any one semester during the academic year and must be related to teaching and/or work assignment.

The last school day of the course shall determine the respective fiscal year for payment. Courses to be reimbursed and/or used for salary placement must be approved by the designated administrator in advance of enrollment in such course. For graded courses, reimbursement is contingent upon attaining the grade(s) of C or better; if a course is ungraded, reimbursement is contingent upon satisfactory completion. Reimbursement requests are due before June 30.

2. Conference and Seminar Fee Reimbursement

With the prior approval of the designated administrator, faculty members shall be reimbursed for registration fees for attendance at professional conferences and seminars that relate to their respective areas of assignment. Course reimbursement fees shall be used for this purpose.

The last day of the conference or seminar shall determine the respective fiscal year for payment. Reimbursement requests must be approved by the designated administrator in advance of attendance at the conference or seminar. Reimbursement requests are due before June 30.

I. Waubonsee Community College Course Reimbursement. Faculty members are entitled to tuition reimbursement for courses taken at Waubonsee Community College without approval. No more than two (2) courses or six (6) semester hours, whichever is greater, may be taken in any one semester during the academic year. Dependent children under the age of 25 and spouses of faculty shall be entitled to receive tuition reimbursement for all courses taken at Waubonsee Community College, provided no other student is denied enrollment in the class as a consequence of their presence. Payment is contingent upon the attaining of a grade(s) of C or better if course(s) is graded or satisfactory completion if ungraded course(s). Reimbursement requests are due before June 30.

J. Reimbursement for Dental Expense. The Board will reimburse, upon presentation of a written receipt of payment from a dentist, not more than $150 per year (July 1 through June 30) for dental expenses incurred during such year by a faculty member covered by this Agreement, the faculty member's spouse, and/or dependent children under 25 years of age.

ARTICLE VII

CONDITIONS OF EMPLOYMENT FOR TEACHING FACULTY

A. Class Size. Both parties agree that when developing initial schedules, class size can be a significant variable in all types of instruction. Class size maximums shall be determined by the appropriate administrator or Dean of an academic discipline after consultation with the faculty member(s) of the unit. If it is necessary to modify class size during registration, the administrator or Dean will seek consultation with the affected faculty member, provided the faculty member is available on campus. Class size is subject to large group loading formula.

B. Teaching Load.

1. Teaching Load. The normal teaching load for a full-time faculty member shall be 14-16 semester hour equivalents per semester and a two semester load of 30 semester hour equivalents. Payments for overload are specified under "overload" in this contract.

   a) Lab-Activity-Studio. Courses of a laboratory or activity nature shall be credited at a load ratio of one .75 lecture hour to one (1) lab-studio hour.

   b) Vocational lecture-lab courses shall be credited at a load ratio of .85 to one (1) lecture-lab hour.

2. Released time for research, curriculum development, etc. Released time for research, curriculum development or other professional duties shall be assigned to a faculty member as part of his/her regular teaching load during the academic year only with the approval of the faculty member concerned and with the approval of the appropriate Dean and designated administrator.

3. Extracurricular Activities. All faculty members are expected to voluntarily assume responsibility for a reasonable amount of extracurricular duties. Examples of such responsibilities include serving as club advisors, attending student activities and serving on faculty committees.

C. Unit course schedules shall be determined by the Dean of the academic discipline after consultation with the faculty member(s) of the unit.

D. Teaching Programs

1. Scheduling of individual course assignments shall be determined by the appropriate Dean in consultation with the faculty member subject to the limits established by provisions of this Agreement.

A faculty member shall be assigned no more than three preparations per semester as part of his/her regular program unless necessary to establish a full teaching load. A faculty member shall be notified of his/her tentative program at least thirty (30) days before the end of the preceding semester. Changes in a faculty member's program may be made if emergencies arise or to meet student interests and needs. Such changes shall also be in writing and dated and signed by the appropriate Dean. In making the necessary changes due to these circumstances, the appropriate Dean shall make every effort to consult with the affected member in the interest of arriving at the best solution for all concerned.

2. Faculty members shall be present on campus for all duties and obligations, including classes, unit meetings, faculty meetings, called by the President or Vice President and student conference hours. Each faculty member shall schedule a minimum of five (5) hours for student conference per week. A minimum of one hour shall be scheduled each teaching day of the faculty member. These conference hours shall be scheduled to provide maximum convenience for students who wish to confer with a faculty member. Such schedules shall be posted throughout the term and carefully observed by each respective faculty member. Faculty members in consultation with the appropriate Dean may change posted schedules in emergencies or to meet student interests and needs.

3. The faculty member's schedule for the week shall not be less than a total of twenty-five (25) hours for a regular program. During the academic year, full-time faculty members will normally be scheduled classes during the day hours. If necessary, due to class enrollments, program requirements, or to fill out a teaching load, the faculty member may be scheduled evening classes as part of that load. No 8 a.m. class will be scheduled following a night class unless approved by the faculty member on the assignment confirmation form.

E. Determination of Teaching Assignments

1. Faculty members hired prior to the Board's adoption on December 20, 1983, of the "Qualifications to Teach," shall not be adversely affected thereby in connection with the teaching positions held by those faculty members as of that date.

2. Scheduling of courses and assignment to regular academic programs during the academic year shall be determined by the appropriate Dean working with the faculty members. Every effort will be made to complete this work at an early date since it must be available for the printing of the new semester schedule.

3. Full-time contractual faculty members shall have priority for overload teaching assignments for which they are qualified. Overload assignments shall be limited to one course or no more than four (4) semester hours unless extenuating circumstances occur. First consideration will be given to full-time faculty members in the following order: Tenure, non-tenure, temporary.

4. When additional assignments are available, such assignments will be discussed with qualified faculty members, if they are available.

5. Any schedules developed under former Article I, B (7) (non-standard teaching load) shall be reviewed by the appropriate Dean and may be retained for the duration of this Agreement.

F. Registration Duties and End-of-Semester Activities

1. Advisement Duties. Academic advisement is an inherent part of a faculty member's responsibility. This responsibility is enhanced by direct communication between faculty member and student. The following mechanics suggest optimum use of faculty member's time and expertise dependent upon student needs. Needs may vary with students.

2. Registration Duties. Each faculty member is expected to assume the responsibility of three days on campus per semester for student registration duties. A minimum of one of these days per semester may be scheduled within the student registration area. Appropriate Deans will be responsible for arranging appropriate office and registration area schedules for members of their respective units.

   Teaching faculty members will not be assigned clerical duties during registration periods.

   The appropriate Deans will be primarily responsible for assignment of faculty.

   The appropriate Deans will be responsible for scheduling of up to one day of advisement duties prior to the start of summer school for summer school faculty members.

3. End-of-Semester and Summer Session Activities. Duties of faculty members during the end-of-term period shall consist of final evaluations, grading and recording of grades, submission of grades to the Office of Admissions and Records, and other responsibilities necessary to fulfilling teaching duties.

   Each member of the faculty will attend or participate in the graduation ceremonies; however, a faculty member shall be excused from such attendance or participation in those instances when the faculty member has legitimate conflicts preventing his/her attendance.

G. Formal Student Evaluations

Formal student evaluations are designed to assist the faculty member in determining his/her effectiveness. The Board shall not evaluate a non-tenured faculty member pursuant to Board policy 60.20 (Evaluation of Non-Tenured Faculty); dismiss a tenured faculty member for cause

pursuant to Board policy 60.30 (Dismissal of Tenured Faculty Members for Cause); dismiss a non-tenured faculty member during the term of his/her contract pursuant to Board policy 60.50 (Dismissal for Cause of Non-Tenured Faculty Member during term on Contract); or discipline a faculty member pursuant to Board policy 60.60 (Faculty Behavioral Guidelines), on the basis of a formal Student Evaluation. However, the Board and/or appropriate administrators shall be free to investigate any matter revealed in a student evaluation which they believe warrants further consideration and shall be free to take appropriate action under the foregoing Board policies as warranted by the facts. The formal Student Evaluations will be reviewed by the proper administrator and then returned to the faculty member.

ARTICLE VIII

CONDITIONS OF EMPLOYMENT FOR COUNSELING FACULTY

The master agreement applies equally to all members of the bargaining unit except for those provisions which expressly state otherwise, such as the conditions noted below which apply to the counseling faculty.

A. Counselor's Work Schedule

1. Weekly Work Schedule for the Employment Contract Year. (Registration periods excluded). Counselors shall work forty hours per week, Monday through Friday, to include at least one evening per week.

2. Registration Work Schedule. Counselors shall work an eight-hour day, excluding a one-hour lunch period, five days per week. Day and evening coverage shall be scheduled by the counseling coordinator and/or the appropriate administrator to cover all registration hours. When a counselor works until 9:00 p.m. or later, he/she shall not be scheduled, without his/her permission, to begin work the following day earlier than 9:00 a.m.

3. Supplementary Work Schedule. The supplementary work schedule applies to any days worked outside the standard academic year. Full-time counselors in the order of tenured, non-tenured, and temporary shall be given preference over part-time counselors in the assignment of up to 52 supplementary work days, and may be requested to work up to 49 supplementary work days. Supplementary work days shall be requested in writing by the counselors by February 1, and the Board will attempt to notify counselors of their supplemental work day schedules by April 1. Days off during the summer may be for two week intervals unless agreed upon in advance by the counselor.

B. Counselors hired prior to the Board's adoption on December 20, 1983, of the "Qualifications to Teach" shall not be adversely affected thereby in connection with the counseling positions held by those faculty members as of that date.

ARTICLE IX

ACADEMIC YEAR AND CALENDAR

A. Semester System. The "standard academic year" shall consist of 36 weeks divided into two eighteen (18) week semesters. Each semester shall consist of no more than sixteen (16) weeks of scheduled classes which fall within the weeks of instruction. Saturday classes shall be on a voluntary basis for those with standard teaching loads.

B. Summer Session. The Board may schedule an eight week summer session. The Board will notify the faculty by February 1 if a summer session will be held.

C. Interim Session. The Board may schedule a four week interim session.

D. Academic Calendar. The Vice President, Educational Affairs, with the appropriate Dean, a representative of the Federation, a representative from admissions and records, and faculty members will recommend an academic calendar to the President who shall be responsible for the final review and submission to the Board for approval. If the College President makes revisions in the proposed calendar, he/she will notify the Academic Calendar Committee of those changes.

E. Full-time faculty members who have assignments off campus will follow the academic calendar.

ARTICLE X

APPOINTMENT, RETENTION AND DISMISSAL OF FACULTY

A. Tenure shall be granted to faculty members in accordance with the Illinois Community College Act, Illinois Revised Statutes Chapter 103B-1, etc., and Appendix B of this Agreement, which includes tenure, evaluation of non-tenured faculty, dismissal of tenured faculty members for cause, and reduction in number of full-time faculty members. Where remedies are provided under said statute, they shall be the exclusive means of resolving complaints or questions concerning tenure, including but not limited to appointment, dismissal and retrenchment of tenured faculty. Such matters shall not be the subject of a grievance, except where the statute does not provide for such remedies.

B. Faculty Professional Standards Committee

1. The Faculty Professional Standards Committee shall be composed of two faculty members from each instructional unit, a counselor and one at-large faculty member.

2. Prior to October 15, the Transfer and Student Support area shall elect three members, one of which is a counselor and an alternate. Prior to October 15, the Business & Industry area shall elect two members and an alternate. These names shall be submitted to the College President. The WCCFF President shall submit the names of the at-large member and one alternate to the College President.

3. The group shall appoint the chairperson of the committee.

4. The committee membership shall serve for one academic year.

C. Faculty Personnel Records

All faculty personnel records shall be maintained under the following circumstances:

1. All personnel records relating to any employee covered by this Agreement shall be kept in his/her official personnel file, which shall be located in the Personnel Office, and no other personnel file or record shall be established or maintained.

2. All personnel records shall be in writing. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member has had an opportunity to read such material. The faculty member shall acknowledge that he has read such materials by affixing his/her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he/she has read the material in question. The signature does not indicate agreement with its content.

3. The faculty member shall have the right to answer in writing any material filed in his/her personnel file and his/her answer shall be attached to the file copy.

4. At his/her written request, the faculty member shall be furnished, without cost, a copy of any material in his/her file with the exception of placement papers.

D. Human Resource Reallocation

1. Notification. The Board of Trustees, upon recommendation of the President, will issue the advanced notice of a planned, non-cause reduction in the number of full-time faculty members or discontinuance of some particular type of teaching program or service by April 1 of the year prior to the actual year of the planned, non-cause reduction. The decision to decrease the number of faculty members employed or to discontinue some particular type of teaching program or service is a matter of inherent managerial policy.

Management retains the right to determine whether a faculty member(s) will be transferred or retrained. The standard of review of management's determination in human resource reallocation for purposes of the Grievance Procedure (Article XII) is that management should not have acted arbitrarily, or capriciously, or in any manner prohibited by law. If a retraining issue is grieved and if the Union or the Board has referred in timely fashion a grievance to arbitration, either party may submit the grievance to mediation in lieu of arbitration. If no settlement is reached in mediation, either party is free to arbitrate the grievance provided it advises the other party in writing within 10 calendar days following the mediation conference.

The number of faculty member(s), teaching service, or program to be eliminated generally will be identified through the program review process which examines items such as enrollment, revenue, cost, and labor market needs. This information will be shared with affected faculty as soon as the data are collected and put in report form. Management will notify faculty by April 15 in written form which teaching program or service is available for which retrenched faculty may transfer or retrain to become qualified to remain a full-time faculty member. The faculty member must respond in writing by June 1 following notification of the intent to retrain including a retraining plan of academic activities with a projected iate of completion which is subject to the approval of the Vice President, Educational Affairs. By the approved completion date the faculty member must have agreed to satisfy the "Qualifications to Teach" in the new discipline as specified in the collective bargaining agreement. The faculty member will be notified of the approved retraining plan by June 15.

Once notification has been received, the tenured faculty member may participate in retraining, course reimbursement, or voluntary early retirement.

2. Retraining. Retraining as defined by management may include coursework within a master's degree program in the appropriate discipline and/or appropriate occupational training such as seminars, workshops, or classes which prepare a faculty member to become qualified to teach in a new discipline. Such qualifications are defined in the "Qualifications to Teach" document which is part of the collective bargaining agreement.

a) Baccalaureate Faculty. For baccalaureate faculty, the College will pay all academic fees, tuition, and actual mileage to a public, commuter, graduate school for coursework in a master's program to include 24 graduate hours of credit. The faculty member will begin course work the summer prior to the year of the actual planned reduction and 24 hours of course work must be completed by the end of the following summer (summer session, fall semester, spring semester, summer session).

1) Scheduling of Teaching Load. During the semesters the faculty member is enrolled in retraining, every effort will be made to adapt the faculty member's teaching load to the graduate school schedule. During this period the teaching load may be unevenly distributed over two semesters (18 hrs./12 hrs.). Overload payments, if appropriate, will be made in the spring semester.

2) Teaching Assignments. Once 15 graduate hours in the new discipline have been attained, the faculty member may be assigned to teach introductory courses in the new disciplines at the College.

b) Occupational Faculty. For occupational faculty, the College will pay all academic fees, tuition, and actual mileage/travel costs to and from the site of the retraining. The faculty member will begin course work the summer prior to the year of the actual planned reduction and must be completed by the end of the following summer (summer session, fall semester, spring semester, summer session).

1) Scheduling of Teaching Load. During the semesters the occupational faculty member is enrolled in short-term retraining, teaching substitutes will be employed to cover the classes which will be missed. During this time period, the teaching load may be unevenly distributed over two semesters (18 hrs./12 hrs.). Overload payments, if appropriate, will be made in the spring semester.

2) Teaching Assignment. Once management has determined that basic knowledge in the new disciplines has been acquired, the occupational faculty member may be assigned to teach courses in the new discipline at the College.

3. Conditions of Retraining. If the faculty member does not complete the retraining plan and does not become qualified to teach in the new discipline, that faculty member will be terminated as previously planned. Should the faculty member leave prior to the length of the retraining period, the faculty member will reimburse the cost of retraining to the College on a pro rata basis.

   In the event of an additional reduction in the number of full-time positions, a faculty member transferred or retrained in a new discipline shall not have bumping rights over existing tenured full-time faculty within that disciplines.

4. Evaluation. The purpose of this evaluation is to improve the learning process, to apprise faculty member(s) of strengths, weaknesses, progress and overall status, and ability to teach in the new discipline. The criteria for evaluation will include but not be limited to classroom observations, review of teaching materials, self evaluations, student evaluations, work habits, observance of College policies, and extracurricular contributions to the College.

   The appropriate Dean, or his/her designee, shall have the responsibility for evaluating each retrained faculty member at least once during each semester for a three-year period that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the retrained faculty member to discuss the results of the evaluation.

5. Use of Course Reimbursement. A faculty member notified of an option to retrain who does not elect to take that option may use course reimbursement up to $420 per year for coursework unrelated to the faculty member's assignment at the College but yet approved by the Vice President, Educational Affairs. Course reimbursement for the above stated amount under the above stated conditions is available to the affected faculty member where no service or program has been identified for retraining.

6. Voluntary Early Retirement. Should the faculty member qualify for Voluntary Early Retirement Plan, the faculty member will communicate in writing by June 1, after notification, the intent to take voluntary early retirement. The faculty member will be eligible to participate in the plan currently in effect and would be afforded the opportunity to teach a part-time load at the part-time rate.

ARTICLE XI

LEAVES

A. Leaves with Pay

1. Sabbatical Leaves

a) The Vice President, Educational Affairs; Vice President, Development and External Affairs; and Vice President, Finance and Operations shall review and recommend to the President of the College the granting of sabbatical leave to tenured faculty members for a period not to exceed one academic year, and not less than one semester for resident study, research and writing, travel, or other purposes designed to improve the services of the faculty member to the College. Final approval of the faculty member's leave and plan of study will be made by the Board upon recommendation of the President of the College.

b) A sabbatical leave may be granted at the completion of six or more years of full-time service. A sabbatical leave granted under this section shall be a bar to any further leave hereunder until after the completion of at least six years of additional continuous service. The application for leave shall contain a definite statement of the plan for resident study, research and writing, travel, or other activities to be undertaken, or a combination thereof. If it shall become necessary in the granting of sabbatical leave to choose between two or more applicants whose qualifications are substantially equal, the selection shall be determined first, on the basis of the number of years since the last sabbatical leave taken, and second, on the basis of seniority.

c) A faculty member on sabbatical leave shall receive one-half his/her full base salary for an academic year leave or full pay for one-half year sabbatical leave. The number of faculty members who will be permitted to take sabbatical leave each academic year shall not exceed three percent (3%) of the faculty members in the College and not more than one from a unit. The deadline date for sabbatical leave applications will be March 15.

d) Upon the expiration of leave granted pursuant to this section, the faculty member shall be returned to his/her teaching position or its equivalent. If he/she refuses to accept this position, the salary paid to him/her plus the value of other fringe benefits shall be repaid to the Board within a reasonable period of time. This period of time, and the method of repayment shall be agreed to in writing prior to the starting

of the sabbatical leave. The faculty member on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted or is approved by the Board.

e) When a sabbatical leave is granted, the absence shall not be construed as a break in service for any purpose and the faculty member would advance one, and not more than one, vertical step on the compensation schedule if the sabbatical leave is for a full year.

2. Sick Leave

a) A full-time faculty member shall earn 15 days of sick leave per year. In his/her first year, a faculty member shall be credited with 15 sick leave days, or the correct pro rata amount, at the time he/she begins teaching. Thereafter, a faculty member shall be credited with sick leave prorated on service per month during the academic year, with unlimited accumulation, provided the faculty member is paid for a minimum of two weeks of work, including holiday and vacation pay, during the month in question.

A faculty member who terminates his/her employment with the College having taken a greater number of sick leave days than actually earned at the rate specified above, shall reimburse the College for unearned sick leave days taken. The College shall have the right to deduct such amount from any sums still due and owing to such faculty member.

Sick leave shall be interpreted to mean personal illness or serious illness of the immediate family. Immediate family shall be construed to mean the faculty member's spouse, children, parents or other member of the immediate household. Absence due to serious illness of a family member may require verification by his/her physician.

Sick leave may be used during any period in which the faculty member is on employed status. Deductions from a faculty member's bank of accumulated sick leave shall be made only after absences on days during which a faculty member is actually absent from classes or other assigned duties, except for an absence for an entire week in which case the deduction shall be for an entire week.

b) When a faculty member notifies the President or his/her designee that he/she is ready to return to work following a long-term sick leave, said notification to be made at least three (3) working days prior to the end of such leave, the designated administrator shall inform the faculty member of his/her assignment for the remainder of the semester.

In the event such assignment is not that held by the faculty member prior to the start of such sick leave and the faculty member objects, the faculty member and designated administrator shall discuss the nature of the alternative professional assignment. The faculty member may invite his/her coordinator or a faculty member from a related academic area to participate in this process. The designated administrator may request a physician's written release as part of this process. Following consultation with the faculty member, assignment shall be made within two (2) working days by the designated administrator. If the designated administrator's assignment is not acceptable to the faculty member, the faculty member shall have the opportunity to appeal this decision in writing to the appropriate vice president within one (1) working day. No more than four (4) working days shall elapse from the date of initial consultation to the vice president's decision. If the vice president's decision is not acceptable, the faculty member shall have the opportunity to appeal in writing to the President, who shall render his/her decision within no more than three (3) working days from receipt of the appeal, which decision shall not be appealable to the Board.

Nothing contained herein shall limit the faculty member from grieving over any procedures and definitions contained in this section except the right of the administration to assign such faculty member work, which is not grievable.

c) Accumulation of Sick Leave. A tenured faculty member who has exhausted accumulated sick leave may be advanced up to 15 days additional sick leave, provided that any faculty member who leaves the employment of the Board while owing for sick leave advanced in the past shall repay the Board for such sick leave, and if this obligation is not repaid, the amount of the obligation may be deducted from any funds due him/her.

d) Payment for Unused Sick Leave. When a staff member retires after 15 years of service with the College, he/she shall be reimbursed for 25% for up to 125 days of his/her accrued sick leave.

e) Covered Classes. There shall be no charge against a teaching faculty member's sick leave bank if another teaching faculty member volunteers to cover his class without being paid for the class, if the sick member has exhausted his available sick leave. If a member's class is proctored by another full-time faculty member at no cost to the college, there will be no deduction from the sick member's sick leave bank.

3. Leaves for Personal Business. Each staff member shall be granted two days per year personal leave when approved by the appropriate Vice President or the President when appropriate, in accordance with the following guidelines:

Personal leave days may be granted for legitimate business, professional, religious, or family obligations which the staff member cannot meet outside the regular school day. Granting of personal leave is not accumulative and is not to be granted for the purpose of seeking employment elsewhere. The general reason for the request shall be stated and reviewed on its merits.

4. Leave of absence to attend professional meetings or to receive university degrees.

Purpose. The President shall have the authority to approve short leaves of absence with pay to permit faculty members to attend professional meetings, receive a higher degree from a college or university, or for other purposes which the President feels would contribute to the professional growth and development of the faculty member and contribute to the welfare of the College.

5. Special Leaves of Absence with Pay

a) Funeral Leave. A faculty member shall be granted a leave of absence with pay, not to exceed three days, of a length necessary to permit a faculty member to attend the funeral of a deceased parent, spouse, child, grandparent or member of the immediate household. In his/her discretion, the President may approve a two day funeral leave extension. The first three days of leave taken by a faculty member pursuant to this paragraph shall be deducted from the faculty member's accumulated sick leave. However, the faculty member may elect to use one or two personal leave days rather than have deductions made from sick leave.

b) Jury Duty or Court Attendance. Faculty members who are summoned to court to perform jury duty or who are subpoenaed to attend court or board hearings to testify in matters in which they have no personal or pecuniary interest shall suffer no loss of salary thereby, but they shall be required to remit to the Board any sum of money they receive in compensation for such duty or attendance.

B. Leaves of Absence Without Pay

1. Professional Leaves of Absence

a) The President may grant a faculty member upon his/her request up to one year's leave of absence without pay, and up to an additional year's leave upon request, for advanced study, research or writing, exchange teaching, travel, or any other professional experience which is related to his/her field of teaching or employment of which will improve his professional competence.

b) Applications for professional leaves shall be filed with the President not later than June 1 or November 1, preceding the semester that the leave shall become effective. Requests for extension of professional leaves of absence must be made in writing at least sixty (60) days before the end of the academic term during which the leave is taken. If the request for extension is denied the faculty member shall communicate in writing within 30 days of the denial if they shall return. The answer from the faculty member is binding. Failure to return to employment upon termination of leave shall constitute termination of employment.

c) Benefits of rights accumulated by a faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the faculty member upon his/her return. When a faculty member returns from leave, under this section he/she shall remain on the same salary step.

d) No more than three percent (3%) of the faculty members of the College may be granted professional leaves in any academic year and not more than one faculty member from a unit may be on leave at one time.

e) All benefits available to faculty members may be continued by the faculty member at his/her expense during his/her leave.

f) A faculty member returning from a professional leave shall have the right to return to the unit which he/she left and to the position he/she formerly occupied if possible. While a full-time faculty member is taking a professional leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

2. Maternity Leave

a) A faculty member who is pregnant may continue to work, with the approval of her physician, for as long as she is able to perform her duties adequately and safely. Upon application, a pregnant faculty member shall be granted a maternity leave of absence, without pay, for a period not to exceed two years. Maternity leave granted to a non-tenured faculty member shall not extend beyond the termination date of her current contract.

Application for maternity leave shall be made at least three months prior to the expected birth date of the child, and in any event prior to the beginning of the semester in which the expected birth date falls. At her option, a pregnant faculty member may elect to use her available sick leave while on employed status for a period beginning two months before the expected birth date in connection with incapacity due to pregnancy, and up to six weeks following birth in connection with

incapacity due to the birthing process. Regardless of whether a break in employed status due to pregnancy is to occur pursuant to the maternity leave or sick leave provisions of this Agreement, the precise date on which the break begins should be agreed to by the faculty member and her Dean, taking into account maintenance of continuity of instruction and the health of the faculty member. A faculty member may withdraw her application for maternity leave at any time prior to the beginning of such leave.

A faculty member on maternity leave shall notify the College of her intent to return to work at least 60 days prior to the return date and she shall return only at the beginning of a semester. A maternity leave may be renewed for a period so that the total leave is no more than two (2) years in the event another pregnancy occurs while the faculty member is on maternity leave. She shall suffer no loss in existing salary placement but there will be no step increase during maternity leave. A maternity leave may be terminated at the request of the faculty member and permission of the Board.

b) A faculty member on maternity leave will be eligible for the various applicable fringe benefits if paid for by the faculty member. Failure to return to employment upon termination of the leave shall constitute termination of employment.

c) Maternity leave of one year may be granted to a faculty member who adopts an infant under the age of one year.

d) The faculty member shall have the right to return to her former position or its equivalent at the College. While a full-time faculty member is taking a maternity leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

3. Military Leave

a) A faculty member who enters the U. S. military service on active duty or annual active duty for training shall be granted a military leave of absence in accordance with applicable Federal statutes. The College Board will fill the vacancy provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

b) A faculty member may take a leave of absence for annual active duty for training with Reserve or National Guard units. During such leave of absence and while engaged in the performance of such military duty, a faculty member will be paid his/her basic salary provided he/she remits to the Board any sums of money paid to him/her as compensation for the performance of such military duty.

4. Special Leaves of Absence

The President may grant a leave of absence without pay for a period of not to exceed five (5) months to a faculty member who applies for such leave because of serious illness of a member of his/her immediate family or for other good and sufficient cause. Such leaves may be extended for periods up to an additional five (5) months upon application. Such periods of absence up to one year shall not be considered a break in service insofar as seniority is concerned. While a full-time faculty member is on special leave of absence, the College Board will fill the vacancy, provided a qualified replacement(s) is available to teach the course(s) normally offered and taught by the person on leave.

A faculty member on special leave will be eligible for the various applicable fringe benefits if paid for by the faculty member.

5. Disability Leave of Absence

When a faculty member is unable to perform his/her assigned duties because of disability and meets the criteria for disability as defined by State Universities Retirement System (SURS), or in the absence of SURS coverage, by the long term disability insurance company, the faculty member shall be eligible for disability leave. The faculty member shall be granted a disability leave for the duration of the disability, or one year whichever is lesser. If the faculty member anticipates continued disablement, an extension of the disability leave for a second year shall be requested in writing by the faculty member to the President. Granting a second year disability leave will be dependent upon Board approval.

During disability leave, long term disability incomes shall be provided the faculty member as defined in Article VI.E., Long Term Disability Insurance.

Life insurance premiums will be waived by the life insurance company or paid by the College, beginning 30 days after the date of disablement and until the faculty member is no longer disabled as defined in the life insurance policy.

During the first year of disability, the College will pay the medical premiums for the faculty member only. If dependent coverage is to be continued, the faculty member will pay the medical premiums through the College group plan for the cost of dependent coverage including spousal coverage.

If a second year of disability leave is approved by the Board, the faculty member will pay all medical premiums through the College's group plan for the faculty member and all dependents including the spouse.

The first year of disability leave shall not be considered a break in service insofar as seniority is concerned.

ARTICLE XII

GRIEVANCE PROCEDURE

It is the declared objective of the Federation and the Board to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustments of such grievances.

A. Definition. A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no individual or concerted stoppages or suspensions of work because of such grievance; but such grievance shall be submitted under the following grievance and/or arbitration procedures.

B. Earnest effort shall be made to resolve grievances by informal communications between the faculty member and the appropriate administrative officer. If such a resolution is not reached, the faculty member may utilize the grievance procedure set out under "C" below.

C. Procedure. At any conference scheduled under this Article, the faculty member may be accompanied by a Federation representative and the appropriate administrative officer may be accompanied by another administrative officer.

Step 1 - Formal Submission to Appropriate Administrative Officer/Director of Personnel

If informal communications do not resolve the grievance, the faculty member may initiate the formal grievance resolution procedure by submitting the grievance to his/her appropriate administrative officer and the Director of Personnel, in writing, within twenty (20) school days following the date of the act or omission giving rise to the grievance or following the date on which the faculty member new or in the the exercise of reasonable diligence should have known of such act or omission if that date is later, up to a maximum of 75 school days, except in cases when the alleged violation is ongoing.

Upon receiving the written grievance, the Director of Personnel and appropriate administrative officer will schedule a conference on the matter which shall take place within ten (10) school days after the written grievance has been submitted, and shall advise the faculty member of the time and place of the conference. The appropriate administrative officer and Director of Personnel shall communicate their written decision to the faculty member within five (5) school days following the conference.

Step 2 - Appeal to the Vice President

If the grievance is not resolved through conference with the appropriate administrative officer and Director of Personnel, the faculty

member may appeal to his/her Vice President. This appeal shall be made in writing and submitted to the Vice President within five (5) school days after receipt of the written decision under step 1 and shall state the nature of the grievance, the disposition offered by the appropriate administrative officer and the Director of Personnel and the reason(s) why such disposition is unsatisfactory. The Vice President shall schedule a conference within ten (10) school days on the matter and advise the faculty member of the time and place of the conference. The Vice President shall communicate his/her decision in writing to the aggrieved faculty member within five (5) school days of the conference.

Step 3 - Appeal to the President

If the grievance is not resolved through conference with the Vice President the faculty member may appeal to the President of the College. The appeal shall be made in writing and submitted to the President within five (5) school days after receipt of the written notice of the Vice President's decision and shall state the nature of the grievance, the disposition offered by the Vice President and the reason(s) why such disposition is unsatisfactory. The President shall schedule a conference within ten (10) school days on the matter and advise the faculty member of the time and place of the conference. The President shall communicate his/her decision in writing to the aggrieved faculty member within five (5) school days of the conference.

Step 4 - Appeal to the Board

The next appeal on any grievance shall be to a committee of the Board. The decision to appeal the President's decision shall be made within five (5) school days following receipt of the president's decision. The President and the Board shall be given written notice of the decision to appeal the President's decision within the above five-day period. The Board shall schedule a hearing within ten (10) days on the grievance and advise the faculty member of the time and place of the hearing. The grievance shall be presented by the faculty member who may be accompanied by up to two representatives of the Federation. The Board Committee decision shall be communicated in writing to the aggrieved faculty member and to the Federation within fifteen (15) school days after the hearing before the Committee.

Step 5 - Arbitration

A grievance which was not resolved at Step 4 may be submitted together by the Federation and the aggrieved faculty member only to an arbitrator for decision. The Federation shall submit to the President a written notice of referral of the grievance to arbitration within fifteen (15) school days after the Board Committee has submitted its written decision pursuant to Step 4.

The parties shall within five (5) school days jointly request the American Arbitration Association to submit a panel(s) of qualified arbitrators from which the parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator selected shall set a time and place for the hearing subject to the availability of the Board and Federation representatives.

The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and he/she shall be without power or authority to alter or modify in any manner any of the provisions of this Agreement or make any decision limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

The arbitrator shall issue his/her decision as soon as possible from the date of the closing of the hearing, or if oral hearings have been waived or supplemented or if post-hearing briefs have been filed, then from the date of transmitting the final proofs and statements and/or briefs. Either party shall have the right to file a post-hearing brief to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The decision shall be binding on all parties, provided that either party may challenge the arbitrator's decision in a court of competent jurisdiction and/or defend against an unfair labor practice charge or complaint before the Illinois Educational Labor Relations Board on the grounds that the arbitrator acted illegally and/or contrary to the terms of this Article which specify the scope of the arbitrator's authority. The mutual fees or expenses for the arbitrator shall be paid equally by the Board and the Federation. All other costs shall be paid by the party incurring same.

While the Federation is the exclusive representative of all the employees in the unit, any individual employee or a group of employees may at any time initiate grievances pursuant to this Article and have them adjusted without the intervention of the Federation as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Federation has been given an opportunity to be present at such adjustment.

D. Time Limits

1) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the faculty member or Federation, as appropriate, to proceed to the next step.

2) The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

3) Any failure on the part of a faculty member and/or the Federation to meet a time limit specified in this Article shall result in the

grievance being deemed resolved as per the disposition stated by the College officer who last considered the grievance.

4) For purposes of calculating time limits under this Article, during time periods outside of the standard academic year "school days" shall mean days on which the College's administrative offices are open. During time periods outside of the standard academic year, a grievant or administrator may suspend a time limit relating to the holding of a conference under Steps 1-4 if he/she is unavailable to attend the conference. An unavailable grievant or administrator shall give advance written notice to the other of his/her unavailability, reason for unavailability and date of expected later availability so that the grievance process may continue. Both the Federation and the Board agree that this provision is not intended, and should not be used, to delay the expeditious consideration of grievances.

E. Federation Grievances. The Federation has the right to initiate or appeal a grievance alleging a violation of this Agreement involving three or more faculty members. Such grievance may be initiated at the appropriate administrative level of the grievance procedure. When such grievance is filed by the Federation, earlier steps of the grievance procedure may be unnecessary, but in all other respects the grievance procedures above described shall apply to the Federation grievances, except that written answers made by the President need be served only upon the Federation.

ARTICLE XIII

SCOPE OF AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of full-time faculty members for the period of June 10, 1988 through June 11, 1990. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by the Board or Federation during the life thereof.

ARTICLE XIV

CONFORMITY TO LAW-SAVING CLAUSE

If any provision of the Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

ARTICLE XV

MANAGEMENT RIGHTS CLAUSE

The Waubonsee Community College Board of Trustees, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and the Constitutions of the State of Illinois, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the College, its properties and facilities.

B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees under the conditions and according to the procedures outlined in this contract.

C. To approve curriculum and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE XVI

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous agreements, verbal or written between the College and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XVII

DURATION

This Agreement shall be effective as of June 10, 1988 and shall continue in full force and effect through June 11, 1990.

Between February 15, 1990 and March 15, 1990 the Federation may notify the Board in writing of its desire to negotiate a subsequent agreement.

Negotiations between the Board and Faculty representatives for a subsequent agreement will commence no later than April 1, 1990, upon the request of either party, with a goal of June 11, 1990 for completion of negotiations

ARTICLE XVIII

NO-STRIKE PLEDGE

The Federation and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program. The Federation therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by the faculty members covered by this Agreement.

Entered into by and between the Board of Community College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle and Will, State of Illinois, and the Waubonsee Community College Faculty Federation as collective bargaining agent for those faculty members in the bargaining unit described in Article I, Section A, hereof, this 1st day of June, 1988.

Board of Community College District No. 516, Counties of Kane, Kendall, DeKalb, LaSalle and Will, State of Illinois

By _____
College Board Chairman

By _____
College Board Secretary

By _____
College Chair, Salary Committee

By _____
College Chair, Language Committee

Waubonsee Community College Faculty Federation

By _____
Federation President

By _____
Federation Secretary

By _____
Federation Chair, Salary Committee

By _____
Federation Chair, Language Committee

LOAD RATING FOR LARGE GROUP INSTRUCTION

Teacher load weightings for classes assigned to the large group instruction classroom are as follows:

1. Repeat assignment for any one faculty member would have the same weighting as the first time through.

2. Based on the number of students shown at mid-term, the teacher load would be as follows:

Number of Students Range	Load Rating	Small Groups	3-hour Course: Cumulative Load	3-hour Course: No Small Groups
37-48	1.4	2	4.8	4.2
49-72	1.4	3	5.8	5.2
73-96	2.0	4	8.0	6.2
97-120	2.0	5	9.0	7.2
121-140	2.3	6	10.6	8.2

LOAD RATING FOR SMALL GROUPS

Number of Groups	1	2	3	4	5	6
Teaching Faculty Member Load	1	2	3	4	5	6

Small groups shall be no larger than 24 without written consent of the teaching faculty member.

The large group teaching faculty member and small group teaching faculty members not assigned to teach in the large group instruction area will be expected to attend and participate in one coordination per week.

Large group instruction classes will be assigned by the appropriate Dean who shall assess the assignment after consultation with the teaching faculty members involved. Teaching faculty member assignment to a large group instruction without small groups shall be on a voluntary basis.

SCHEDULE A

WAUBONSEE COMMUNITY COLLEGE
FACULTY COMPENSATION SCHEDULE
1988-89

STEP	I BS	II MS	IIA MS10	III MS20	IIIA MS30	IV MS40	IVA MS50	V MS60	VA MS70	VI PHD
1	20986	21581	22092	22602	23028	23453	24049	24645	25155	25666
2	21664	22284	22816	23347	23790	24233	24854	25474	26005	26537
3	22342	22986	23539	24092	24553	25013	25658	26303	26856	27408
4	23020	23689	24263	24837	25315	25793	26463	27132	27706	28280
5	23698	24392	24987	25582	26077	26573	27267	27961	28556	29151
6	24376	25094	25710	26326	26840	27353	28072	28790	29406	30022
7	25054	25797	26434	27071	27602	28133	28876	29619	30256	30893
8	25732	26500	27158	27816	28364	28913	29681	30448	31106	31765
9	26410	27202	27881	28561	29127	29693	30485	31277	31957	32636
10	27088	27905	28605	29305	29889	30473	31290	32107	32807	33507
11	27766	28607	29329	30050	30651	31252	32094	32936	33657	34378
12	28444	29310	30053	30795	31414	32032	32899	33765	34507	35250
13	29122	30013	30776	31540	32176	32812	33703	34594	35357	36121
14	29800	30715	31500	32284	32938	33592	34508	35423	36207	36992
15	30478	31418	32224	33029	33701	34372	35312	36252	37058	37863
16	31156	32121	32947	33774	34463	35152	36117	37081	37908	38735
17	31834	32823	33671	34519	35225	35932	36921	37910	38758	39606
18	32512	33526	34395	35264	35988	36712	37726	38739	39608	40477
19	33190	34228	35118	36008	36750	37492	38530	39568	40459	41348
20	33868	34930	35842	36752	37512	38272	39334	40397	41309	42219

Legend:

I — Bachelor's degree or competency in occupational field.

II — Master's degree or bachelor's degree plus two years acceptable experience in occupational field.

III — Master's degree + 20 semester hours or master's degree + two years acceptable experience in occupational field.

IV — Master's degree + 40 semester hours or master's degree + 20 semester hours + two years acceptable experience in occupational field.

V — Master's degree + 60 semester hours or master's degree + 40 semester hours + two years acceptable experience in occupational field.

VI — Doctorate degree (.IFA is equated to MA + 20. The 10-hour intermediate steps are based on one-half the difference between major 20-hour steps.)

For the 1988-89 compensation schedule, the faculty member's location on the compensation schedule will not change. All figures in the compensation schedule were moved up one step thereby giving the faculty member a monetary step increase without advancing the faculty member's location on the schedule.

SCHEDULE B

WAUBONSEE COMMUNITY COLLEGE
FACULTY COMPENSATION SCHEDULE
1989-90

STEP	I BS	II MS	IIA MS10	III MS20	IIIA MS30	IV MS40	IVA MS50	V MS60	VA MS70	VI PHD
1	23614	24234	24766	25297	25740	26183	26804	27424	27955	28487
2	24292	24936	25489	26042	26503	26963	27608	28253	28806	29358
3	24970	25639	26213	26787	27265	27743	28413	29082	29656	30230
4	25648	26342	26937	27532	28027	28523	29217	29911	30506	31101
5	26326	27044	27660	28276	28790	29303	30022	30740	31356	31972
6	27004	27747	28384	29021	29552	30083	30826	31569	32206	32843
7	27682	28450	29108	29766	30314	30863	31631	32398	33056	33715
8	28360	29152	29831	30511	31077	31643	32435	33227	33907	34586
9	29038	29855	30555	31255	31839	32423	33240	34057	34757	35457
10	29716	30557	31279	32000	32601	33202	34044	34886	35607	36328
11	30394	31260	32003	32745	33364	33982	34849	35715	36457	37200
12	31072	31963	32726	33490	34126	34762	35653	36544	37307	38071
13	31750	32665	33450	34234	34888	35542	36458	37373	38157	38942
14	32428	33368	34174	34979	35651	36322	37262	38202	39008	39813
15	33106	34071	34897	35724	36413	37102	38067	39031	39858	40685
16	33784	34773	35621	36469	37175	37882	38871	39860	40708	41556
17	34462	35476	36345	37214	37938	38662	39676	40689	41558	42427
18	35140	36178	37068	37958	38700	39442	40480	41518	42409	43298
19	35818	36880	37792	38702	39462	40222	41284	42347	43259	44169
20	36496	37582	38516	39446	40224	41002	42089	43176	44109	45040

Legend:

I	Bachelor's degree or competency in occupational field.
II	Master's degree or bachelor's degree plus two years acceptable experience in occupational field.
III	Master's degree + 20 semester hours or master's degree + two years acceptable experience in occupational field.
IV	Master's degree + 40 semester hours or master's degree + 20 semester hours + two years acceptable experience in occuapational field.
V	Master's degree + 60 semester hours or master's degree + 40 semester hours + two years acceptable experience in occupational field.
VI	Doctorate degree (MFA is equated to MA + 20. The 10-hour intermediate steps are based on one-half the difference between major 20-hour steps.)

For the 1989-90 compensation schedule, the faculty member's location on the compensation schedule will not change. All figures in the compensation schedule were moved up one step thereby giving the faculty member a monetary step increase without advancing the faculty member's location on the schedule.

APPENDIX A

PAYROLL DUES DEDUCTION
AUTHORIZATION

To the Board of Trustees
of Community College District No. 516:

I hereby authorize and direct the Board of Trustees of Community College District No. 516 ("Board") through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the Waubonsee Community College Faculty Federation ("Federation") at the current rate of dues. This deduction is to take place as specified in the Agreement between the Federation and the Board. ("Agreement")

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Federation.

In consideration of the above described service rendered by the Board, its members, officers, agents, and employees, the undersigned hereby releases and discharges the Board, its members, agents, and employees, of and from any and all liability whatsoever arising as a result of the authorization given.

As per the Agreement, this authorization is revokable by me at any time, effective the start of the next school year, by written notice to the Director of Personnel.

_____ _____

Date Employee Signature

APPENDIX B

TENURE

Purpose
The purpose of this policy is to implement Chapter 122, Section 103B, Illinois Revised Statutes.

Definitions
(1) "Faculty Member" means a full-time employee of the district regularly engaged in teaching or academic support services, but shall exclude supervisors, administrators and all supportive staff, including secretarial/clerical, data processing and physical plant staff.

Individuals in the following positions shall be considered as supervisors and/or administrators and/or not regularly engaged in teaching or academic support services:

President	Directors
Vice Presidents	Associate Directors
Deans	Assistant Directors
Associate Deans	Executive Assistants

(2) "Academic Support Services" means counseling and the Learning Resources Center.

(3) "Academic Support Personnel" means counselors and professional librarians, excluding supervisors, administrators and secretarial/clerical employees.

(4) "School Year" means the fall and spring semesters which constitute the regular academic year and shall exclude the interim and summer sessions.

(5) "Term" means the fall or spring semesters within a school year.

(6) "Notice" means a written notice delivered in person or deposited in the U. S. Mail by Certified or Registered Mail, postage prepaid, addressed to the faculty member's last known address.

(7) "Tenure" means continuous contractual employment unless dismissed for adequate cause or due to a decision of the Board to decrease the number of faculty members employed by the Board or to discontinue some particular type of teaching service or program.

Faculty members who have completed and been granted tenure prior to this Agreement will maintain their tenure status. Faculty members who are non-tenured prior to this Agreement will maintain their present longevity status in their normal progression toward tenure with no loss of years in the tenure process.

(8) "Full-time Employment" for the purpose of this tenure policy shall be defined as follows:

Faculty Members: Faculty members normally have a teaching load of at least 30 semester hour equivalents which equivalents shall include released semester teaching load hours for non-teaching duties. A teaching load of less than 30 semester hour equivalents per school year shall not be considered full-time employment.

(9) "Seniority" means the length of continuous full-time employment as a faculty member as defined herein since the last date of hire as a full-time faculty member. Conflicts in seniority among faculty members with the same beginning date of continuous employment shall be resolved on the basis of the earliest date when the initial full-time contract of employment was approved by the Board.

(10) "Days" means calendar days. The time within which any act herein is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday, or is a holiday as defined or fixed in any statute now or hereafter enforced in the State of Illinois, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

Eligibility

Faculty members shall be eligible for tenure in accordance with the provisions of Chapter 122, Section 103B-2, Illinois Revised Statutes. The Board reserves the right to extend the non-tenured employment period to four years in accordance with Chapter 122, Section 103B-2, Illinois Revised Statutes.

No individual shall be eligible for or acquire tenure as an administrator.

Because tenure confers special rights and privileges on the recipient, it is the policy of the Board to extend tenure to only qualified faculty members.

Procedure

Tenure recommendations for eligible faculty members shall be initiated by the appropriate Vice President who in turn shall make recommendations to the President. The President shall submit any recommendations on the granting of tenure to the Board of Trustees by March 1 (October 1 for faculty members hired at the start of the spring semester). If the Board of Trustees decides to dismiss a non-tenured faculty member, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term, whichever is applicable.

Evaluation of Non-Tenured Faculty

The purpose of this policy is to improve the learning process, to apprise instructional staff of their strengths, weaknesses, progress and overall status, to determine the desirability of tenure when an individual is eligible, and to provide information for use in making personnel decisions with respect to non-tenured faculty members in accordance with Chapter 122, Section 103B, Illinois Revised Statutes.

The appropriate Vice President, or his/her designee, shall have the responsibility for evaluating in writing each non-tenured faculty member at least once during each school year that he/she is employed as a full-time faculty member. Following each written evaluation, the person making the evaluation will hold an individual conference with the non-tenured faculty member to discuss the results of the evaluation.

The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the fall semester shall be completed on or before February 1, except for extenuating circumstances. The written evaluation for non-tenured faculty members whose continuous full-time employment commenced with the start of the spring semester shall be completed on or before October 1, except for extenuating circumstances. The purpose of this timetable for evaluations is to enable the Board to decide at least 60 days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's contract should be renewed.

The written evaluations shall be submitted to the President who, in turn, shall submit his/her recommendations to the Board.

It shall be the responsibility of the Board to decide at least 60 days before the end of the school year or term, whichever is applicable, whether or not a full-time non-tenured faculty member's contract should be renewed. If the Board decides not to renew a non-tenured faculty member for the ensuing school year or term, the Board shall give notice thereof to the faculty member not later than 60 days before the end of the school year or term, whichever is applicable. The specific reasons for the non-renewal shall be confidential but shall be issued to the teacher upon request.

In addition to the formal written evaluations specified above, the performance and qualifications of the faculty members may be assessed in other ways, including, but not limited to, self-evaluations, student evaluations, work habits, observance of College policies and extra-curricular contributions to the College.

While general adherence to the evaluation procedure and timetable set forth above is desirable, the Board may make personnel decisions irrespective of the procedural steps set forth herein.

Dismissal of Tenured Faculty Members for Cause

The dismissal for cause of a faculty member who has tenure shall be in accordance with the provisions of Chapter 122, Section 103B-4, Illinois Revised Statutes.

Persons whose tenured appointment may be terminated shall be so notified and may discuss basis for dissatisfaction with the appropriate Vice President. If the cause for possible termination is considered remediable, the faculty member will be given reasonable warning, in writing, stating the causes which, if not removed, may result in charges.

If the dismissal of a tenured faculty member is sought for cause, the Board shall first approve a motion by a majority vote of all its members. The specific reason or reasons for dismissal shall be confidential but shall be issued to the tenured faculty member upon request.

If a majority of all the members of the Board approve a motion to dismiss a tenured faculty member, such decision shall be final unless the tenured faculty member submits to the Board within ten days a written request that a hearing be scheduled. If the faculty member requests a hearing, he/she may also request a hearing before the Faculty Professional Standards Committee. The faculty member at the time he/she requests a hearing before the Faculty Professional Standards Committee may request, in writing to the President, a written statement of the basis for the recommendation of dismissal to the Board, which statement shall be sent to the faculty member by certified mail or hand delivered within ten calendar days of the request. This hearing shall be scheduled by the College President to be held prior to the hearing provided in Chapter 122, Section 103B-4. The Committee shall submit a report to the College President for consideration at the hearing.

Upon the submission of such a written request, the Board shall schedule a hearing on the charges before a disinterested hearing officer on a date not less than 45 days nor more than 70 days after the adoption of the Board's motion to dismiss the faculty member. If, in the opinion of the Board, the interests of the district require it, the Board after 20 days notice, may suspend the tenured faculty member pending the hearing, but if acquitted, the tenured faculty member shall not suffer the loss of any salary by reason of the suspension.

Within ten days after the faculty member receives the notice of hearing, either the Board and the faculty member mutually, or the faculty member alone, shall request a list of five qualified hearing officers from either the American Arbitration Association or the Federal Mediation and Conciliation Service. Within five days from the receipt of the list, the Board and the faculty member, or their legal representatives, shall alternately strike one name from the list until one name remains. The faculty member shall make the first strike. The individual whose name remains shall be the hearing office.

At least 21 days before the hearing date the Board shall service notice of the charges upon the tenured faculty member and such notice shall contain a bill of particulars.

The hearing may be closed to the public if both the Board and the faculty member so agree; provided, however, the hearing shall be public if requested by either the faculty member or the Board. The faculty member shall have the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charge. Upon the request of either party, the hearing officer may issue subpoenas requiring the attendance of witnesses and the production of documents. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and the Board shall employ a competent court reporter to take stenographic or stenotype notes of all testimony.

The cost of the reporter's attendance and services at the hearing and all other costs of the hearing, including the fee and expenses of the hearing officer, shall be borne equally by the Board and the faculty member. If any party desires a copy of the transcript of the hearing it shall be responsible for paying the cost.

The hearing officer shall, with reasonable dispatch, make a decision as to whether or not the tenured faculty member shall be dismissed and shall give a copy of the decision to both the tenured faculty member and the Board. Subject to the right of either party to seek legal review under the Administrative Review Act, the decision of the hearing officer shall be final and binding.

Reduction in Number of Full-Time Faculty Members

The provisions of Chapter 122, Section 103B-5, Illinois Revised Statutes shall be applicable with respect to the dismissal of a faculty member due to a decision by the Board of Trustees to decrease the number of faculty members employed by the Board of Trustees or to discontinue some particular type of teaching service or program.

Each tenured faculty member who is subject to dismissal due to a reduction in the number of faculty members employed by the Board of Trustees shall be given the opportunity prior to honorable dismissal to advise the Board of Trustees in writing of any position(s), if any, held by non-tenured faculty members, or any other employees with less seniority, which such faculty member believes he/she is competent to fill, together with the documentation upon which such belief is based. It shall be the responsibility of the Board of Trustees, acting on recommendations of the administrative staff, to determine whether or not the tenured faculty member is, in fact, competent to render the services for the position or positions identified by the tenured faculty member.

Dismissal for Cause of Non-Tenured Faculty Member during Term of Contract

Purpose

The purpose of this policy is to set forth the procedure governing the dismissal of a non-tenured faculty member during the term of his/her contract or appointment. This policy shall not be applicable to a decision by the Board to not renew the contract of a non-tenured faculty member. Not shall it be applicable to the dismissal of a faculty member who is employed at will.

Policy

A non-tenured faculty member may be terminated during the term of his/her contract or appointment if there is a breach of contract sufficient to justify termination.

Procedure

The following procedure shall be followed in order to assure due process with respect to the termination of a non-tenured faculty member during his/her contract. This procedure shall only apply in those situations where the termination of a non-tenured faculty member is sought during the term of his/her contract or appointment.

(1) Prior to formal termination proceedings, the appropriate administrator or administrators shall discuss with the non-tenured faculty member the reason or reasons that might lead to termination during the term of the faculty member's contract or appointment, at which time resolution of the reason or reasons or termination may be effectuated by mutual consent.

(2) If the matter is not adjusted or otherwise resolved at such meeting, the Board may initiate formal termination proceedings by giving the non-tenured faculty member notice thereof in writing and advising the non-tenured faculty member of his/her right to request in writing a hearing within seven calendar days after receipt of the termination letter. The reason or reasons for terminating a non-tenured faculty member during his/her contract shall be confidential, but shall be issued to the non-tenured faculty member upon request.

(3) If the non-tenured faculty member submits a timely written request for a hearing, the hearing shall be scheduled as promptly as practicable before the Board or, at the sole discretion of the Board, a hearing officer designated by the Board, who may or may not be a member of the Board. Where the Board designates a hearing officer to conduct the hearing, the hearing officer shall submit his/her findings and recommendation to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board.

The decisions of the Board as to the existence of cause to terminate the contract of a non-tenure faculty member during its term shall be final and binding.

(4) The non-tenured faculty member shall have the right to be present, together with counsel, at the hearing to offer evidence, to cross-examine witnesses and to otherwise make a defense on his/her own behalf.

(5) The procedure specified herein with respect to the termination of a non-tenured faculty member during the term of his/her contract shall be the sole and exclusive remedy available to the affected faculty member; provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.

(6) A non-tenured faculty member may be suspended prior to completion of the termination procedure specified above if, in the judgment of the President, such suspension is warranted. While such suspension shall be without pay, it shall not be considered prejudicial to the affected faculty member's case. If the Board determines that there is no cause to terminate the non-tenured faculty member's contract during its term, or that there is cause for a suspension but not for termination, the affected faculty member shall receive back pay for the period of the suspension, or portion thereof, that is not sustained by the Board.

Faculty Behavioral Guidelines

Purpose

The purpose of this policy is to set forth the rules and procedures governing faculty behavior. It covers forms of faculty behavior up to but not including that necessitating dismissal. There are separate Board policies covering the dismissal of tenured and non-tenured faculty members.

Policy

A faculty member may be disciplined for just cause by the President or a designated representative of the President. Cause shall include, but not be limited to, the following:

1. Unprofessional conduct.
2. Violation of written Board or administrative policies.
3. Breach of contract.
4. Moral turpitude which adversely affects the College or the faculty member's performance of his/her duties and responsibilities.
5. Unauthorized or unexcused absences.

Disciplinary action may include but not be limited to oral reprimands, written reprimands and suspensions with or without pay.

Procedure

If the faculty member is suspended without pay, the faculty member may request a hearing before the Board by submitting a written request to the President within seven calendar days after such suspension; provided, however, the Board at its sole discretion may designate a hearing officer, who may or may not be a member of the Board, to conduct the hearing. Where the Board designates a hearing officer to conduct the hearing, the hearing officer shall submit his/her findings and recommendations to the full Board and the ultimate decision shall be made by a majority of the full membership of the Board. The decision of the Board as to the existence of cause to suspend a faculty member shall be final and binding. If the Board determines there is cause for a suspension it shall either accept, reduce or increase the period of the suspension. If the Board determines there is no cause for the suspension or that there is cause but that the period of suspension should be reduced, the faculty member shall receive back pay for the period of the suspension, or portion thereof, that is not sustained by the Board.

The procedure specified herein with respect to the suspension of a faculty member without pay shall be the sole and exclusive remedy available to the affected faculty member; provided, however, nothing shall preclude the affected faculty member from alleging in an appropriate court of law that the Board's action is so arbitrary or capricious as to render it null and void.

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